

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

DEBRA HATTEN-GONZALES, et al.,

Plaintiffs,

vs.

No. CIV 88-0385 KG/CG  
Consolidated with  
No. CIV 88-0786 KG/CG

BRENT EARNEST, Secretary of the  
New Mexico Human Services Department,

Defendant.

DY CPC -Part Agreement as to ~~Partial Compliance~~ with Court Orders and Parts of the Decree

The parties met with Judge Kenneth Gonzales, Special Master Lawrence Parker and Court

Compliance Specialist Ramona McKissic in Las Cruces on December 19, 2017 and reviewed the provisions of the Consent Decree and Court Orders to determine the specific provisions with which Defendant is in compliance.

**Consent Decree**

The parties agreed that as of the date of this agreement, HSD has achieved compliance with the following provisions of the Consent Decree:

**Decree, p. 3:**

To the extent that any term of this Agreement is prospective in nature, HSD agrees to continue to meet and to confer with counsel for the applicants regarding the progress made towards implementation of this Agreement's terms until each such term is finally implemented.

**Decree, Section I:**

¶4 HSD will revise or supplement its method of determining the rate at which Food Stamp and

Medicaid applications are timely processed in each month as follows: (f): Determine, on an office-by-office basis, the percentage of denied applicants whose denials are based on a failure to verify an eligibility factor, a refusal to cooperate with the application process or a failure to keep an interview appointment (1) before the end of the applicable time standard; and (2) at the end of the applicable time standard; (g) determine, on an office by office bases, the number of food stamp applicants whose circumstances (as entered into the ISD2 system) appear to meet the criteria for receiving expedited food stamps and who did not receive timely expedited food stamps.

**Decree, Section II:**

¶ 5: The worker will provide the applicant with a written list, on a standard form, of the specific verification documents the applicant and worker believe are readily available: and will establish one or more outstanding eligibility factors.

**Decree, Section IV**

¶ 3: Every six months during the implementation review process, HSD will provide the following statistical data summaries relating to the food stamp program and medical assistance programs for women and children (MAWC). For each month of the time period under review: (c) Average caseload levels by office; (d) Average caseload comparisons by office; (e) The number of food stamp applicants who appear eligible for expedited services but did not receive timely emergency food stamp by office, and (f) the approval, withdrawal, procedural denial and need-based denial rates for each program, by office.

¶ 4: At or near the time the statistical data summaries identified in paragraph 3 of this section are provided, HSD will supply counsel for the applicants with a copy of the listing of every computer program used to process, analyze or interpret the data only if the program is new or an altered version of a program presently in use.

¶ 8: Either party may request a conference at any other time in writing for the purpose of resolving problems and concerns which may arise between the parties.


### **Court Orders**


The parties agreed that as of the date of this agreement, HSD has achieved compliance with the following portions of the Court's Orders, although not within all the time frames

Ordered:

Doc. 475: Paragraphs 4 and 6.  
Doc. 477: Paragraphs 1, 2, 3, and 5  
Doc. 500: Paragraphs 1, 2, 6, 9, 10, 11, and 12(as amended by paragraphs 1 and 2 of Doc. 749)  
Doc. 549: Paragraphs 1, 2, 5, 7, 10, 11 and 13  
Doc. 554: Paragraphs 1, 2, 3, 4, 5, 6, 8 and 9  
Doc. 587: Paragraphs 1, 2, 3, 4, 5, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 and 22.  
Doc. 601: Paragraphs 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14 and 15.  
Doc. 606: Paragraphs 2, 3, 4, 5, 6 and 7.  
Doc. 712: Paragraphs 1,2,3,4,5,6,7 and 9  
Doc. 749: Paragraphs 3, 4, and 5 are not relevant for compliance purposes because the Court has held these paragraphs in abeyance.

Agreed, this 20<sup>th</sup> day of December, 2017,

  
Sovereign Hager  
Daniel Yohalem  
Counsel for Plaintiffs

  
Christopher Collins  
Counsel for Defendant